



TEXAS EDUCATION AGENCY

William B. Travis Building
1701 North Congress Avenue
Austin, Texas 78701-1494

REQUEST FOR OFFER

RFO No.: 701-12-006

**Texas Student Data System (TSDS)
Integration Services**

<p>PROPOSAL DELIVERY LOCATION: Purchasing & Contracts Division Texas Education Agency 1701 N. Congress Ave., Rm. 2-125 Austin, TX 78701-1494</p>	<p>REFER INQUIRIES TO: EDWINTRFO@tea.state.tx.us</p>
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**WITHOUT EXCEPTION - PROPOSAL MUST BE TIME AND DATE STAMPED BY THE TEA
PURCHASING AND CONTRACT OFFICE BEFORE:**

September 16, 2011 – 2:00 PM, CT

Sealed proposals will be received until the date and time established for receipt. Prices and other proposal details may only be divulged after award of a contract, if a contract is awarded.

All written requests for information will be communicated to all applicants known to the agency. All proposals shall become the property of the State of Texas upon receipt. All proposals must be delivered to the Texas Education Agency (TEA) Purchasing and Contracts Division as required by the instructions within this request.

All addenda to and interpretation of this solicitation shall be in writing. The State shall not be legally bound by an addendum or interpretation that is not in writing.

Offeror understands and agrees that no public disclosures or news releases pertaining to an award or information provided by TEA to fulfill the requirements of this Request for Offer (RFO) shall be made without prior written approval of TEA.

NOTE: Failure to formalize the terms of the proposal by signing the Execution of Offer will result in disqualification of the offer contained within the bid package. Offeror must indicate any General Provisions terms that are not feasible with the submission of the proposal to this RFO. If a proposal is signed and submitted without including a specific identification of all General Provisions that are not feasible, TEA will not negotiate the General Provisions.

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RFO ATTACHMENTS

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- ATTACHMENT F – PRICING PROPOSAL (Separate document)
- ATTACHMENT G – TEA VENDOR GUIDE (Separate document)
- ATTACHMENT H – OP 10-03 – CONFIDENTIAL ENTERPRISE INFORMATION (Separate document)
- ATTACHMENT I – TEA GLOSSARY (Separate document)
- ATTACHMENT J – MASTER SERVICES AGREEMENT (Separate Document)
- ATTACHMENT K – INTEGRATION SERVICES REQUIREMENTS RESPONSE (Separate Document)
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- ATTACHEMENT M – MATRIX OF RESPONSIBILITIES (Separate Document)

Request for Offer
for the
TEXAS STUDENT DATA SYSTEM
(TSDS) INTEGRATION SERVICES

1 INTRODUCTION AND GENERAL INSTRUCTIONS

1.1 INTRODUCTION

The TEA intends to develop a statewide district-facing, education data warehouse enterprise portal solution as part of the Texas Student Data System (TSDS) initiative. The TSDS Integration Services shall consist of a set of tasks and services to integrate, enhance and validate the TSDS solution components and provide deployment, training and support to users of the TSDS.

The TSDS Integration Services shall include:

- The mandatory use of technologies dictated by TEA.
- The enhancement of specific TSDS components to help meet end user needs for data loading, validation, analysis, Local Education Agency (LEA) reporting and state and federal reporting. This shall include:
 - the creation of additional data elements and structures in the commercial data warehouse to adapt it for Texas end users and state and federal reporting needs.
 - the creation of any tools, scripts or other software necessary to support the uploading of data into the warehouse and the movement of data between TSDS components (e.g. between the operational data store and a data mart).
 - the creation of validation tools, scripts and other software to assure that data uploaded to the warehouse or moved between TSDS components is accurate, correct and consistent, and within the limits of the intended accuracy of that data for its use at that point in the process.
 - the creation of tools, scripts and other products that provide analysis, error and exception information concerning data quality, data security, data integrity and data history (including the history of users who have viewed or manipulated that data).
- The creation of a portal (supported by a commercial portal offering such as SharePoint or WebSphere Portal) that supports end user EDW system interactions as well as administrative interactions.

- The creation of business intelligence driven dashboards and other kinds of reports that support the TSDS initiative for end users, for administrative needs and for state and federal reporting needs.
- The creation of data services, applications, standardized transfer mechanisms, and web services that support the transfer of data to the data warehouse from a variety of (LEA) source applications and files, including: the State-sponsored Student Information Systems (SSIS); LEA operations applications such as financial, curriculum and staffing applications; other student information systems and operational systems.
- The creation of data services, applications, standardized transfer mechanisms, and web services that support the transfer of data to the data warehouse from a variety of TEA source applications and files, including testing, student, staff and financial data and report extracts.
- The creation of tools, scripts and other software to provide notification and communication services information to the users of any data collection, data certification or system issues.
- The creation of tools, scripts or other software to provide full audit accountability and audit tracking for any data transformation or issue resolution.
- The creation of security administration services using the TEA specified technologies to support identity and access management for the TSDS. This will include: the initial configuration and integration of security technologies as well as services that will support all potential users and the creation of administrative interfaces to support security services, including asseting and management of users. The administrative services will provide for the capability of each LEA, each Education Service Center (ESC) and for TEA to manage its own users.
- The creation of documentation, training materials (including any computer based training, any videos or other media) that supports the ongoing maintenance, administration and operations of the TSDS and any artifacts created by the TSDS Integration Services vendor.
- The creation of documentation, training materials (including any computer based training, any videos or other media) that supports the end users in their learning and continuing use of the TSDS.
- The creation of “train the trainer” documentation, training materials (including any computer based training, any videos or other media) that supports all twenty (20) ESCs such that they can provide the LEAs level 1 support and information needs for the TSDS.
- The training of TEA, Hosting vendor, ESC and LEA users leveraging the materials created by the TSDS Integration Services vendor.
- The deployment of the TSDS EDW to the end users in the LEAs for the term of this contract. There are more than 1200 LEAs and there are twenty (20) ESCs that may participate. The vendor is responsible for successful deployment and training to those LEAs and ESCs that participate during the term of this contract. The vendor is also responsible for assuring that all LEAs can submit their Public Education Information Management System (PEIMS) data through the TSDS.

This will require the vendor to assure that all the vendor integrated TSDS system (including the data services) support this need and that all the LEAs and ESCs are capable and trained in the use of the TSDS system to support this specific need. This also includes the deployment training and validation of security services to the LEAs, ESCs and TEA.

- The Vendor shall be responsible for the integration of these technologies to provide an integrated application experience for TSDS end users and administrators.
- The Vendor shall be responsible for the orderly and planned transition of responsibilities and all created artifacts to TEA at the end of this contract.

Two additional RFOs were previously issued related to the EDW solution 1) An RFO for the procurement of hosting services (RFO 701-12-010); 2) An RFO for the procurement of a COTS EDW (RFO 701-12-003). This RFO requires the integration services vendor to use these resources. The vendor for this RFO shall enhance and integrate the COTS EDW in the hosted environment.

1.2 SCHEDULE

Task	Due Date*
RFO RELEASED TO THE PUBLIC	August 12, 2011
OPEN PERIOD FOR QUESTIONS	August 15 - September 2, 2011
OFFEROR'S CONFERENCE, TRAVIS BLDG, ROOM 1-111	August 19, 2011 (10 A.M. - 12 P.M.)
INTENT TO SUBMIT OFFERS DUE	August 26, 2011
DEADLINE FOR QUESTIONS	September 2, 2011
OFFERS DUE	September 16, 2011 on or before 2:00 P.M.
FINALISTS PRESENTATIONS**ROOM TBD	October 24-28, 2011
BEST AND FINAL OFFERS DUE	November 7, 2011
AWARD CONTRACT	November 14, 2011
EFFECTIVE DATE OF CONTRACT	November 15, 2011

* Dates may vary as conditions warrant.

Selected Offeror finalists will be required to be available to present and discuss their offers with TEA between **October 24-28, 2011 in Austin, Texas. TEA requests that key staff including the project manager proposed for the project attend the presentation.

1.3 TERM OF THE CONTRACT

Any commercial deliverable products relating to this specific contract (excluding any separate purchases TEA determines to make for other infrastructure hardware software or services to ~~in~~ support this contract) shall be procured during the initial month(s) of the contract. The term of any services, or deliverables created through services, related to the contract shall be from the effective date of contract execution through **November 15, 2014**. The anticipated starting date is **November 15, 2011**. The contract that may result from this RFO may be canceled by TEA at any time if funds are not appropriated for the project.

1.4 NOTICE OF INTENT TO SUBMIT OFFER

All prospective Offerors should notify TEA in writing of their intent to submit an offer by **August 26, 2011** to the Purchasing and Contracts Division, by email to norma.barrera@tea.state.tx.us or by Fax to 512-475-1706. Failure to notify the agency of the intent to submit an offer **will not** disqualify the Offeror from submitting an offer.

1.5 RFO COMMUNICATIONS

All questions regarding this RFO must be submitted through the following email address:
EDWINTRFO@tea.state.tx.us.

In order to assure that no prospective Offeror may obtain a competitive advantage because of acquisition of information unknown to other prospective Offerors, any additional information that is different from or in addition to, information provided in the RFO will be provided only in response to written inquiries. Copies of all such inquiries and the written answers will be posted as an addendum to the RFO at the Electronic State Business Daily at <http://esbd.cpa.state.tx.us/>. The addendum will be updated as needed on a weekly basis while the RFO is advertised with the last addendum posting no later than three business days prior to the RFO closing. In order for TEA to respond to written questions, the last day to submit questions is **September 2, 2011**. The addendum will be updated as needed on a weekly basis while the RFO is advertised. **NO PHONE INQUIRIES WILL BE ACCEPTED.**

All inquiries will result in written responses with copies posted to the Electronic State Business Daily at: <http://esbd.cpa.state.tx.us/>. If Offerors do not have Internet access, copies may be obtained through Norma Barrera, 512-463-9041 or fax 512-475-1706. Interested parties may visit the TEA Website for RFO updates <http://www.tea.state.tx.us/tea/ProcOpp.html>

Upon publication of this RFO, besides written inquiries as described above, employees and representatives of TEA will not answer questions or otherwise discuss the contents of the RFO with any potential vendor or their representatives. If a potential vendor fails to observe this restriction, that vendor's response to this RFO may be disqualified. This restriction does not preclude discussions for the purpose of conducting business unrelated to this RFO.

TEA will not be bound by any communication with Offeror other than the written addenda issued by the agency.

1.6 RFO SUBMISSION, DATE, AND TIME

WITHOUT EXCEPTION, OFFER MUST BE TIME AND DATE STAMPED BY THE TEA PURCHASING AND CONTRACTS DIVISION ON OR BEFORE:

September 16, 2011 – 2:00 PM Central Time

Offers must be submitted in a non-editable PDF format on a CD or flash drive in a sealed envelope (or box as appropriate) with the Offeror's name, RFO number, and closing date prominently visible on the envelope/package. If multiple envelopes/boxes are used, the Offeror should indicate on the package "*specific item # of total # of items.*" Pricing proposals must be submitted on the same CD or flash drive in a separate file clearly indicating the Offeror's name, RFO number, and closing date and must be labeled "Pricing Proposal."

Facsimile transmissions (FAX) of offers will not be accepted under any circumstances.

1.6.1 Receipt of Offers

To be eligible to be considered for funding, offers must be received in the TEA's Purchasing and Contracts Division on or before 2:00 PM (Central Time) on the closing date as specified in the RFO. In establishing the time and date of receipt, the Commissioner of Education will rely solely on the time/date stamp of the Purchasing and Contracts division.

1.6.2 Method of Submittal

Regardless of the method of submitting the offer—United States Postal Service (USPS), United Parcel Service, Federal Express, Purolator, or any other delivery service—the offer must be actually received in the agency's Purchasing and Contracts Division by 2:00 PM (Central Time) on or before the closing date in order to be considered. Any offer received by TEA after this time and this date will be deemed late, and the agency will not evaluate or consider any late offer for contract award, regardless of the circumstances or reasons given for why the offer was late.

TEA WILL NOT accept a USPS postmark and/or round validation stamp, mail receipt with the date of mailing stamped by the USPS, a dated shipping label, invoice or receipt from a commercial carrier, or any other documentation as proof of receipt of any offer. Offerors are advised that TEA assumes no responsibility, due to any circumstances, for the receipt of an offer after the deadline time and date established in this RFO.

TEA's Purchasing and Contracts Division is open Monday through Friday, 8:00 AM to 5:00 PM, excluding holidays. Offers will not be considered if received after 2:00 PM (Central Time) on the closing date. TEA's Purchasing and Contracts Division is located on the second floor of the William B. Travis Bldg, 1701 N. Congress (at 17th St. and N. Congress, two blocks north of the Capitol) in Rm. 2-125, Austin, TX 78701-1494. The mailing address is:

Purchasing and Contracts Division, Rm. 2-125
Texas Education Agency
William B. Travis Bldg.
1701 N. Congress Ave.
Austin, TX 78701-1494

1.6.3 Number of Copies of Offer

A single electronic copy, in non-editable PDF format, (CD or flash drive) of the offer must be submitted and received in the TEA Purchasing and Contracts Division by 2:00 PM on the established deadline date. Failure to meet this condition shall result in disqualification of offer and the offer shall receive no further consideration.

1.6.4 Offer Format and Content

Offers must be formatted to print entirely on 8 ½" X 11" white paper and must be limited to 100 pages, not including appendices and attachments. Offers shall include a "Table of Contents" and give page numbers for each part of the qualifications. Number all pages of the offer sequentially using Arabic numerals (1, 2, 3, etc.). Separate and identify each criterion response to Section 1.7 of this RFO by use of a divider page for ready reference. The Offeror is not required to number the pages of the Historically Underutilized Business (HUB) Subcontracting Plan.

1.6.5 Response Checklist

<input type="checkbox"/>	SCOPE OF THE TECHNICAL SERVICES OFFER	
<input type="checkbox"/>	COVER PAGE	Sec. 1.7, Attachment D
<input type="checkbox"/>	TABLE OF CONTENTS	Sec. 1.7
<input type="checkbox"/>	EXECUTIVE SUMMARY	Sec. 1.7
<input type="checkbox"/>	DEMONSTRATING UNDERSTANDING OF REQUIREMENTS AND ABILITY TO DELIVER	Sec. 1.7
<input type="checkbox"/>	STRUCTURE OF ORGANIZATION	Sec. 1.7
<input type="checkbox"/>	CORPORATE OVERVIEW, DIRECTION & STRATEGY	Sec. 1.7
<input type="checkbox"/>	MANAGEMENT PLAN	Sec. 1.7
<input type="checkbox"/>	SUBCONTRACTS	Sec. 1.7, Attachment E
<input type="checkbox"/>	REFERENCES	Sec. 1.7
<input type="checkbox"/>	PERSONNEL RESOURCES	Sec. 1.7
<input type="checkbox"/>	PRICING PROPOSAL	Sec. 1.8, Attachment F
<input type="checkbox"/>	PAYMENT SCHEDULE	Sec. 1.9
<input type="checkbox"/>	PROSPECTIVE VENDOR'S FINANCIAL RESPONSIBILITY	Sec. 1.12
<input type="checkbox"/>	SIGNED EXECUTION OF OFFER	Attachment B
<input type="checkbox"/>	HUB SUBCONTRACTING PLAN FORMS	Sec. 1.11, Attachment C

Failure to return all information on the checklist may disqualify the proposal.

1.6.6 Offerors' Conference

An Offerors' conference will be held to assist potential Offerors in clarifying their understanding of the scope and nature of the services required. The conference is scheduled as follows:

Friday, August 19, 2011
10:00 A.M. Central Time
Texas Education Agency
1701 North Congress Ave.
Room 1-111 (1st Floor)

Each person attending will be required to sign a register setting out the name, address, telephone number, and email address of the representative, and the firm or organization represented.

The conference will be open to all potential Offerors, and all questions asked and answered will be in the presence of all attending. Oral answers will not be binding until posted to the web site identified in Section 1.5, under RFO Communications. Attendance at the conference is not mandatory.

1.7 SCOPE OF SOFTWARE SERVICES OFFER

The Scope of software services Offer must NOT include any pricing information. See Pricing instructions in Section 1.8.

- **Cover Page:** The cover page must contain, at a minimum, all information that is included on Attachment D – Cover Page.
- **Table of Contents:** The Offeror must include a Table of Contents and provide a unique number on each page of their offer.
- **Executive Summary:** The Offeror must provide a summary of no more than two pages of the offer and the major benefits to TEA.
- **Demonstrating Understanding of Requirements and Ability to Deliver:** The Offeror must provide information on the Offeror's ability to meet the requirements and deliverables in sufficient detail to demonstrate his or her understanding of the product described under this RFO.
- **Structure of Organization:** The Offeror must provide an organization chart of the Offeror's organization, highlighting the business unit and team that will be responsible for any services extensions and maintenance.
- **Corporate Overview, Direction & Strategy:** The Offeror must describe the company's background and project experience relevant to this RFO. The Offeror must also describe the company's primary areas of strength and excellence and how it positions or differentiates itself within the statewide education data warehouse market. The Offeror must describe the company's product vision.
- **Management Plan:** The Offeror must provide satisfactory evidence of the capability to manage and coordinate the types of activities described in the RFO and to produce the specified services on time. To provide information on qualifications to accomplish the described tasks, Offerors must include a statement on the availability and commitment of the Offeror and the Offeror's assigned personnel to undertake the project.
- **Subcontracts:** The Offeror must indicate the component of the services that will be subcontracted (Attachment E). Contractor shall not assign, transfer or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor. Any changes to the HUB Subcontracting Plan (HSP) must be approved by the Agency HUB Coordinator in writing before staffing changes are initiated.
- **References – Past Performance:** The Offeror must provide at least three (3) applicable successful deployments of education data warehouses within the past three (3) years similar in size, scope, and complexity to the one described in this RFO.

No employees of TEA can be listed in the proposal as references. They may be listed in a memo transmitting the proposal. If you plan to use external consultants or subcontractors, a staff organization and resumes of the subcontractors must be included.

The Offeror must describe the nature of each engagement and include at least two (2) customer reference contacts per project, including current contact information. Education and public sector references may be given additional consideration.

For each reference provided, the Offeror must list the following:

- Organization/Company name

- Point of contact with current telephone number and email address
- Project description
- Total contract value
- Key technologies employed (hardware and software tools)
- Date the system was placed in production

The TEA will contact references to verify past performance in the following areas:

- Quality of deliverables
 - Methodology
 - Timeliness/adherence to schedule and budget
 - Business conduct
 - Innovation
 - Problem resolution
 - Customer satisfaction
- **Personnel Resources:** The TEA Project Manager must pre-approve any changes in key personnel throughout the contract term. Offeror must demonstrate that the key staff assigned to the project including subcontractors are experienced in their functions and possess the necessary level of expertise. An employee or subcontractor may be identified for more than one functional area, and, more than one employee or subcontractor may be identified for the same functional area.

TEA may require the selected Offeror to modify or broaden the scope or to implement other changes in this project as required by legislation or action by the commissioner of education. Contract terms will allow the agency to modify the contract as needed to provide resources for additional mandates. Offerors are therefore advised to consider this requirement in the event of changes to the program during the term of the contract period.

1.8 PRICING PROPOSAL

The Pricing Proposal (Attachment F) must be submitted on electronic CD or flash drive in non-editable PDF format, in a separate file from the technical scope of services response package. To demonstrate an understanding of what is included in the Pricing Proposal, Offerors must list in their pricing proposals all assumptions used to compile the prices given for the project. Offers must be valid for at least 120 working days from the date of submittal of an offer.

1.9 PAYMENT SCHEDULE

Unless otherwise indicated by the TEA, payment will be made only by reimbursement upon satisfactory performance of deliverables or services. Payment will be made upon submission of properly prepared and certified invoices, which detail the deliverables provided during the invoice period and associated costs. The information provided on each invoice must coincide with the tasks and pricing or cost categories outlined in the approved Pricing Proposal, as negotiated by the TEA. Payments shall be made in accordance with the Prompt Payment Act provided in TGC, Title 10, Subtitle D, Section 2251.

As a part of an offer, Offeror must provide a proposed schedule for the payment of fees based on the satisfactory completion and acceptance of deliverables or services in the Pricing Proposal. This payment schedule is subject to negotiation, and must be approved by TEA and incorporated into the contract. Once approved and included in the contract, payments to the selected Offeror will be made according to that schedule, subject to TEA's withholding of retainage.

The TEA will withhold retainage in the amount of five percent (5%) from all payments except the final payment. The Awarded Vendor therefore shall be required to deduct five percent (5%) from each payment requested. Each of the Awarded Vendor's invoices should reflect this deduction for retainage, except that the Awarded Vendor, based on satisfactory performance, will be allowed to include the total dollar amount of retainage in its final invoice under the contract. Satisfactory performance shall be determined in accordance with the terms of the contract and shall include timeliness and accuracy of the deliverables.

1.10 EVALUATION OF OFFERS AND SELECTION OF VENDOR(S)

The TEA, in accordance with TGC, Section 2157.001, et seq. will select the offer(s) that represent(s) the best interest of the state and the best value for the state. The TEA reserves the right to negotiate any part of the selected offer(s) (including price, specifications, and terms) in order to obtain a final contract that meets these conditions.

The offer(s) will be selected based on, among other things, demonstrated competence and qualifications of the Offeror, product features and on the reasonableness of the proposed price.

Following are the criteria and the total number of points and weight of each portion of the contract that will be applied in selecting each procurement offer. Weights are determined by TEA based on the criticality of the particular factor to the selection process. Offerors are cautioned not to minimize the importance of adequate responses in any area because it carries less weight than other areas.

1.10.1 TSDS Integration Services

A. Company experience and past project performance: 20 points

Integration Experience: 10 points

- Experience in integrating statewide and other large scale education data warehouse solutions, data services and reporting services
- Successful record of integrating large scale education portal solutions in other public entities
- Successful record of integrating workflow solutions
- Successful record of integrating audit services
- Successful record of integrating notification and communication services
- Successful record of integrating security systems and tools
- Successful record of integrating security services with IBM's TIM/TAM

Deployment Experience: 10 points

- Successful record of creating and/or adapting training solutions for education data warehouses. The vendor shall provide examples of training solutions from previous engagements.
- Successful record of providing on-boarding deployment services for educational entities. The vendor shall provide example deployment plans from previous engagements.
- Successful record of providing support services for educational entities

B. Understanding of the services to be provided: 20 points

- Understanding of the Texas Student Data System Solution's vision and goals and how these goals will benefit LEA's, educators, and the students of Texas.
- Understanding of the integration services requirements and deliverables.
- Understanding of the integration requirements as related to the COTS education data warehouse (EDW) RFO 701-12-003 and the EDW Hosting Services RFO 701-12-010.
- Understanding of the "fit" of the services with specified TEA infrastructure.

C. Technical Approach 20 points

- Clearly address the approach to meeting the integration services requirements (to include all attachments), in sufficient detail to demonstrate the understanding and the ability to execute the scope of work under this RFO.
- Provide any risks you identify as being significant to the success of this project. Include how you propose to effectively monitor and manage the identified risks and how they will be reported to TEA's contract manager.
- Provide a business continuation plan that illustrates how you will monitor and manage risks due to any changes to key staff.

D. Project Approach and Methodologies 10 points

- As part of the background information, provide a completed integration services project charter or scope of work from one of the references provided. The document must identify the project approach, deliverables and methodology used for the project.
- Describe your detailed approach/methodology for executing this integration services RFO.
- Provide a draft detailed project plan and timelines that clearly communicate the offerors overall understanding of the requirements to be met and the methodology used to ensure the integration services provided meet the requirements identified as part of this RFO.
- Describe your formal plan for communicating between TEA staff, the COTS EDW product vendor staff, and the Hosting Services vendor staff. Describe which project work will be accomplished on-site or off-site and how communication will be handled for off-site work.
- Provide a risk management plan identifying risk mitigation and issue resolution strategies.

E. Organization/Staff Experience and Capabilities**10 points**

- Provide an organizational chart of your proposed project team.
- Describe the proposed project team structure and internal controls, including any subcontractors.
- Identify the key staff and any other staff who will be involved in the project that have past experience in the implementation and integration of a statewide education data warehouse (include subcontractors who will be assigned to the project)
 - Indicate the roles and responsibilities of each person.
 - Indicate the amount of time each person will be assigned to the project.
 - Provide a resume and list any education, certifications, or significant accomplishments for the person that may relate to this project.
 - List which referenced projects the individual worked on and their experience on each project.
 - For each project listed, include:
 - the individual's start and end date
 - the individual's roles and responsibilities
 - the individual's percent of time spent on each role
- Company's financial viability and stability.

F. Price**20 points**

1. Cost of the integration services as specified in the requirements

TOTAL:**100 points****1.10.2 Review and Recommendations**

Review of offers will begin after the closing date that offers must be submitted. The Offerors whose offers receive the most favorable ratings during the first round of selection will be considered finalists and will be asked to send representatives to Austin, Texas, at a time and place to be arranged for oral presentation of offers. The finalist(s) will be rated again following oral presentations. The evaluation team shall consist of TEA staff knowledgeable in the content area, and may also include reviewers from outside the agency with expertise in the area.

The recommendations of the review panel will be assembled and presented to an Executive Review team who will do one of the following:

- Approve the offer in whole or in part
- Defer action on the offer for such reasons as a requirement for further evaluation
- Cancel the entire solicitation

- TEA may commence negotiations with the top finalist(s) and may determine that the finalist(s) should submit a Best and Final Offer (BAFO). After receipt of the BAFO(s), all finalists submitting a BAFO shall be re-evaluated based on the Evaluation Criteria.
- TEA reserves the right to negotiate with any one or more of the finalists in an effort to reach agreement and conclude with a written, executed contract.
- TEA will notify each Offeror in writing of the selection or non-selection for award. Additional copies of offers **not selected for award** will be destroyed in accordance with the agency approved records retention policy.

1.11 HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)¹ REQUIREMENTS

It is the policy of the TEA to promote and encourage contracting and subcontracting opportunities for HUBs in all contracts. Accordingly, TEA has adopted the Policy on Utilization of HUBs. TEA has determined that subcontracting opportunities are possible as part of this procurement and the HUB Subcontracting Plan (HSP) is a required element of the response. Failure to submit a required HUB Subcontracting Plan (HSP) will result in rejection of the Offeror's response. Additional instructions regarding HUB and HSP are included in Attachment C.

1.12 PROSPECTIVE VENDOR'S FINANCIAL RESPONSIBILITY

All private sector companies, individuals, or non-profit organizations are required to submit along with their offer, indicators of financial stability. For example:

- **Private companies** must submit their most recent audited financial statement or a certified public accountant compiled financial report.
- **Nonprofits** must submit an audited financial statement, a financial report compiled by a certified public accountant, or similar document.
- **Individuals** must submit those documents that depict their financial stability, such as an audited proprietorship financial statement, statement from a certified public accountant or banker, or a statement from vendors or suppliers.

All **nonprofit organizations** are also required to submit **proof of nonprofit status**. An Offeror may show that it is a nonprofit organization by any of the following means:

¹ A *Historically Underutilized Business* is defined as a business that meets the following criteria:

- Is at least 51% owned by an Asian, Pacific American, Black American, Hispanic American, Native American, and/or American woman
- Is an entity with its principal place of business in Texas
- Has an owner residing in Texas with a proportionate interest that actively participates in the control, operations, and management of the entity's affairs

- A copy of a letter from the Internal Revenue Service recognizing that contributions to the organization are tax deductible under Section 501(c)(3) of the Internal Revenue Code
- A statement from a state taxing body or the state attorney general certifying that the organization is a nonprofit organization operating within the state and that no part of its net earnings may lawfully benefit any private shareholder or individual
- A certified copy of the Offeror's certificate of incorporation or similar document if it clearly establishes the nonprofit status of the Offeror
- Any item described above if that item applies to a state or national parent organization, together with a statement by the parent organization that it is a local nonprofit affiliate

The Offeror shall provide to agency the Offeror's 9-digit Federal Employer's Identification Number (FEI); or the Offeror's 14-digit State of Texas Payee Identification Number (TIN).

1.13 CONFLICTS OF INTEREST

An Offeror will not be selected if it has a conflict of interest that will or may arise during the performance of its obligations under the contract. For this reason, Offeror's response to this RFO must disclose all business interests and all relationships that could reasonably be considered to pose possible conflicts of interest in the Offeror's performance of contract obligations. In addition, Offeror must represent and warrant in its response to this RFO and in the contract that in the performance of services under the contract, (1) Offeror does not have and will not have any actual or potential conflicts of interest, and (2) Offeror will take whatever reasonable actions may be necessary and prudent to avoid even the appearance of impropriety.

2 BACKGROUND, SCOPE, OBJECTIVES

2.1 BACKGROUND INFORMATION

For over 20 years, Texas has performed extensive data collections to support state and federal reporting and policy efforts. As a result, many of the required data elements for a statewide longitudinal data system are currently in place¹. However, the current systems were not developed to support more recent demands for timely, transparent, accessible, and immediately actionable data back to stakeholders.

The TEA data management environment is currently focused on meeting state and federal compliance reporting requirements. A district-facing data warehouse can make near real time, actionable data available to educators and relevant stakeholders.

The TEA collects organization, budget, actual financial, staff and student data for approximately 1,250 school districts, 8,700 campuses, and over 4.6 million students in the Texas public school system. The vast majority of Texas districts serve fewer than 5,000 students, and many of these districts have difficulty providing budgets and staff to support even basic local information technology efforts.

The complexity of the state reporting process places great demands on local administrations. By providing a district-facing data warehouse, these state reporting needs can be met more transparently, using data that districts would already provide for the warehouse.

The anticipated outcome of the TSDS project is the expansion of the current information management environment from a point-in-time data collection and reporting environment to a timely and dynamic environment that will:

- Provide an integrated enterprise solution to deliver relevant and actionable data back to district stakeholders for the continuous improvement of student and district performance.
- Ease the data collection burden on school districts and improve data quality by automating and standardizing the transformation and aggregations required for state and federal accountability submissions.

Texas was awarded a statewide longitudinal data system (SLDS) federal grant² in 2010 to build upon the state's efforts to design and implement the Texas Student Data System (TSDS), a next generation longitudinal data system. In addition, the Michael & Susan Dell Foundation have made a commitment to establish a Texas Student Data System. A portion of these grants will support this RFO effort.

¹ <http://www.tea.state.tx.us/index4.aspx?id=3541>

² SLDS grants were authorized by the Educational Technical Assistance Act of 2002, and the first grants were awarded in 2005. Last year, Congress expanded the program to include K-12 data systems and to provide links with pre-K, postsecondary and workforce data. The 2009 ARRA grantees were selected in a competition based on the merit of the applicants' proposals and the funding available for the program.

The goal of the TSDS solution is to:

- Enable continuous improvement of student performance through performance-based reporting
- Alleviate the data collection burden on school districts
- Improve data quality

The following reference documents provide additional background and information:

Texas Student Data System
www.texasstudentdatasystem.org

District Connections Database Request for Information
<http://www.texasstudentdatasystem.org/reference-docs/>

TEA Data Collection, Analysis and Reporting Systems Investigation (TDCARSI) Issues and Recommendations
http://ritter.tea.state.tx.us/tea/IBM_TDCARSI_Recommendation.pdf

State-sponsored Student Information System (SSIS) Request for Information
<http://www.texasstudentdatasystem.org/reference-docs/>

State-sponsored Student Information System (SSIS) Request for Offer
<http://www.texasstudentdatasystem.org/reference-docs/>

Draft Canonical Data Model (CDM) Data Standards
<http://www.tea.state.tx.us/index4.aspx?id=2147495872>

Texas Student Data System (TSDS) Education Data Warehouse (EDW) RFO 701-12-003
http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=95811

Texas Student Data System (TSDS) Education Data Warehouse (EDW) Hosting RFO 701-12-010
http://esbd.cpa.state.tx.us/bid_show.cfm?bidid=95845

2.2 TSDS INTEGRATION SCOPE AND OBJECTIVES

2.2.1 Scope

Below is an overview of the TSDS solution (Figure 1), outlining the data flow from district and TEA source systems into the EDW for extraction and use in the Student, Classroom, Campus, and District Performance Dashboards.

The proposed environment promotes a new model whereby raw, granular operational data is delivered from the LEA's local source systems, such as the State-sponsored Student Information System (SSIS) or their own student information system (SIS), into a district-facing statewide educational data warehouse (EDW). The data within the EDW is intended to be used by the districts for their own operational analysis and reporting needs. All data loaded into the EDW is controlled by the LEA(s) and they will determine what types of access will be provided. The new environment must provide the following minimum benefits:

- Accurate, high-quality data, pertinent to the district decision-making stakeholders.

- Consistent and integrated view of LEA data to the LEAs
- Timely access to data through automated data gathering and reporting.
- Flexibility to grow with and adapt to changing LEA business requirements.
- Appropriate levels of security to meet federal, state, and local regulations, particularly the Family Education Rights and Privacy Act (FERPA) and Health Information Portability and Accountability Act (HIPAA).

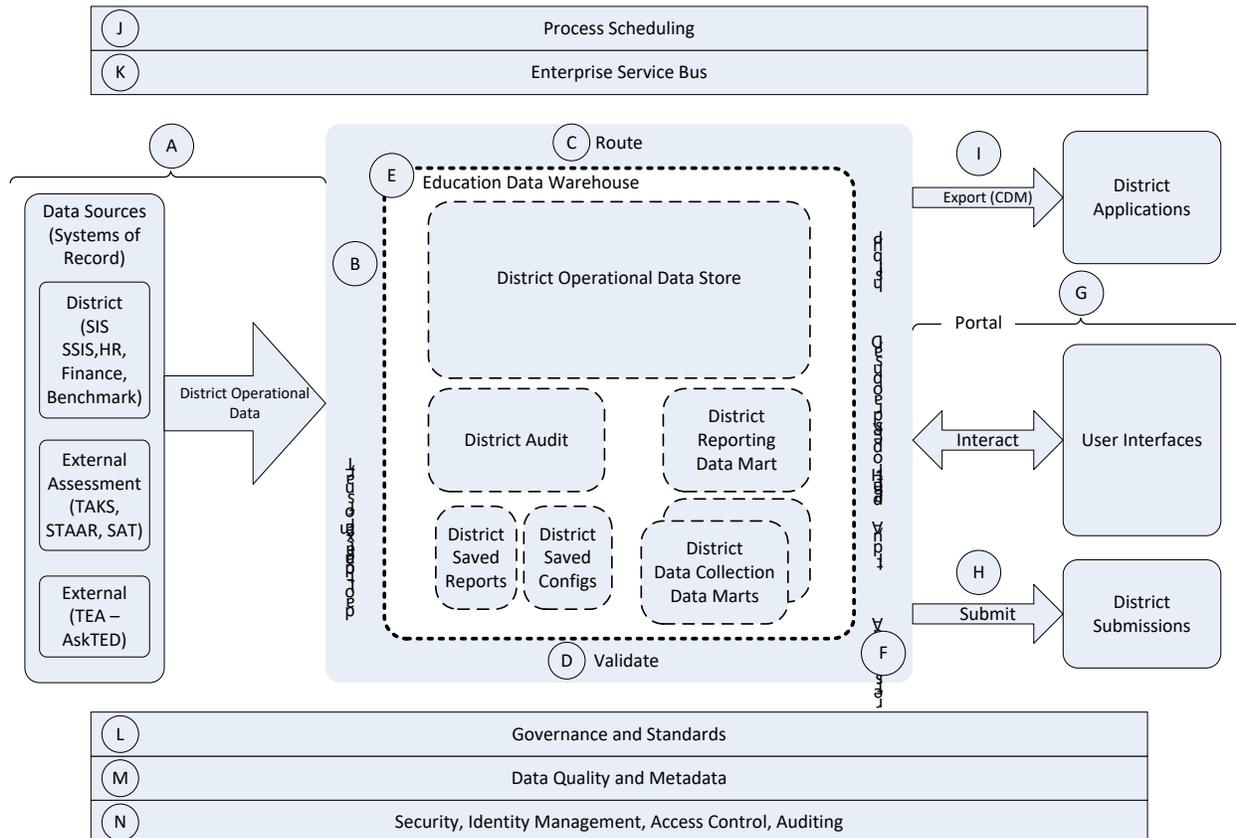


Figure 1. TSDS Architectural Overview

The TSDS solution must accept source data, using a refined Canonical Data Model (CDM)³ format and load via xml, partial and bulk loads (Figure 1, Item A). The TSDS Solution will then extract, transform, load, and partially validate the data, storing the data in the operational data store (Figure 1, Items B,C,D,E). The TSDS Solution shall integrate the District Application (Figure 1, Item I) and Portal Interfaces (Figure 1, Items G and H) in order to complete the data collection and certification processes. In addition, the TSDS Solution must support and participate in all TEA policies: governance and

³ Refer to www.texasstudentdatasystems.org for more information on the CDM and TSDS.

standards, data quality and metadata, security, identity management, access control, and auditing (Figure 1, Items L, M, N).

2.2.2 Objectives

The objective of this RFO is to obtain Offers from potential vendors for integration services to satisfy the need to support the statewide, district-facing Education Data Warehouse and Reporting solution in Texas. Offeror's response must meet the objectives, including, but not limited to requirements listed in each section in Attachment K (TSDS Integration Services Functional Requirements). Responses must be submitted using the format included in Attachment K and Attachment L (TSDS Integration Services Non-functional Requirements).

The vendor must perform all the services and tasks described in section 1.1 above. The vendor must demonstrate its experience and ability to satisfactorily perform those services. The vendor should take note that while most requirements need only be refined as part of the initial integration services analysis, certain enterprise requirements must still be identified as part of this engagement. TEA has provided the initial solution requirements as part of the RFOs. The vendor will be responsible for refining the initial set of requirements and identifying additional requirements for the vendor's solution components. TEA will review and approve all requirements. The vendor shall be responsible for all of the services and artifacts that are detailed in the specific requirements of this RFO. In addition, the vendor must meet all contractual obligations stated in this RFO.

ATTACHMENT B

EXECUTION OF OFFER, AFFIRMATION OF TERMS AND CONDITIONS, AND PROPOSAL PREFERENCES

By signing this “Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences” instrument, Offeror or Offeror’s legally authorized agent affirms that the all statements within the proposal are true and correct. TEA definition—Offeror is defined as Offeror or Offeror in this document and subsequent Contract. Offeror understands and acknowledges that discovery of any false statement in the proposal is a material breach and shall void the submitted proposal or any resulting contracts and that Offeror shall also be removed from all vendor lists maintained by the state of Texas. By signature hereon affixed, Offeror hereby acknowledges and certifies that Offeror shall be subject to the following specific affirmations, general provisions, and special provisions if the proposal is awarded a contract:

- A.** Offeror expressly makes the following specific affirmations in response to this RFO:
1. Offeror understands that any proposal or bond signed by an agent or attorney-in-fact shall be accompanied by evidence of authority.
 2. Offeror understands that any proposal may be withdrawn in writing prior to the date and time set for receipt of proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days from the RFO closing date, to provide the commodity or service set forth in the attached specifications, or until a selection has been made by the agency.
 3. Offeror has fully complied with all of the terms and conditions for submission of proposal expressly stated throughout this RFO.
 4. Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or services to a public servant in connection with the submitted proposal or bid.
 5. Neither Offeror or the firm, corporation, partnership, limited liability company, or other business entity represented by Offeror, or anyone acting for such firm, corporation, partnership, limited liability company, or other business entity has violated the antitrust laws of this State or the Federal Antitrust Laws, nor communicated directly or indirectly the proposal or bid made to any competitor or any other person engaged in such line of business.
 6. Offeror has not received compensation for participation in the preparation of the specifications for this RFO or Invitation for Bid. Offeror certifies that the individual or business entity named in its proposal, bid, or contract is not ineligible to receive the specified contract and acknowledges that any contract awarded from this RFO may be terminated and payment withheld if this certification is inaccurate.
 7. Offeror certifies compliance with section 669.003 of the TGC, relating to contracting with a former executive head of a state agency. If this provision of the Government Code applies, Offeror shall provide the following information in order for the proposal to be evaluated: (a) Name of the former executive, (b) name of the state agency where that executive worked, (c) date of separation from that agency, (d) that former executive’s current position with the proposing business entity, and (e) the beginning date of employment with the proposing business entity.
 8. Pursuant to Section 231.006(c) of the Texas Family Code, the proposal includes the names and social security numbers (SSN) of each person with at least a 25% ownership of the business entity submitting the proposal or bid. If this information is not included in the proposal, it will be provided prior to execution of any contract resulting from this RFO.

9. Pursuant to Section 2252.901 of the TGC, Offeror certifies that it is not a former employee of TEA or that Offeror has not been an employee of TEA for twelve (12) months prior to the beginning date of any contract awarded from this RFO.

Offeror must make full disclosure of intent to employ any subcontractor who is a former employee/retiree of TEA. Within the first twelve months of leaving employment at TEA, a former employee/retiree selected by the Offeror for a subcontract, shall not perform services on a project or fill a position that the former employee/retiree worked on while employed at TEA ([TGC §2252.901](#)).

10. Offeror agrees to purchase and maintain at its expense insurance as required for the work being performed and furnished pursuant to any contract awarded from this RFO. Such insurance will protect TEA from all claims from bodily injury, death, or property damage which may arise out of or result from the performance or furnishing by the Offeror and Offeror's other obligations under the Contract Documents, whether it is performed or furnished by Offeror, any Subcontractor or Supplier, or by anyone directly or indirectly employed by any one of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable.

- a. Specific insurance coverage required by TEA is as follows:

Worker's Compensation and Employer's Liability coverage with limits consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Art. 8308-1.01 et. seq. Tex. Rev. Civ. Stat.) and minimum policy limits for employers Liability of \$500,000.00.

Comprehensive General Liability Insurance with minimum Bodily Injury limits of \$500,000.00 for each occurrence, and Property Damage limits of \$500,000.00 for each occurrence to include Premises-Operations, Broad Form Property Damage, Personal Injury and Contractual Liability Coverage.

- b. TEA reserves the right to terminate the Contract or stop the Work in progress for substantial failure to submit the required evidence of insurance or cancellation of an active policy as agreed upon by TEA and Offeror during contract negotiations.
11. Offeror agrees that all Subcontractors performing work under a contract from this RFO will obtain insurance that will protect TEA and its employees from the risk associated with the work performed under the Agreement. The Offeror will maintain written evidence of such coverage for its Subcontractors. If the Subcontractor fails to demonstrate and/or obtain such insurance or the Subcontractor's insurance expires and is no longer available, the Offeror agrees to indemnify the Subcontractor for Work under this Agreement.
 12. No public disclosures or news releases pertaining to this RFO shall be made without prior written approval of TEA.
 13. Terms and conditions beyond those stated in this RFO may be grounds for disqualification of a submitted proposal. TEA will have sole discretion to consider for inclusion any terms and conditions not stated in this RFO.
 14. No public disclosures or news releases pertaining to this RFO shall be made without prior written approval of TEA. Contractor understands and agrees that no public disclosures or news releases pertaining to any results or findings based on research conducted to fulfill requirements of this RFO shall be made without prior written approval of TEA.
 15. Under Section 2155.006(b) of the TGC, a state agency may not accept a bid or award a contract, including a contract for which purchasing authority is delegated to a state agency,

that includes proposed financial participation by a person who, during the five-year period preceding the date of the bid or award, has been: (1) convicted of violating a federal law in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005; or (2) assessed a penalty in a federal civil or administrative enforcement action in connection with a contract awarded by the federal government for relief, recovery, or reconstruction efforts as a result of Hurricane Rita, as defined by Section 39.459, Utilities Code, Hurricane Katrina, or any other disaster occurring after September 24, 2005. Under Section 2155.006 of the TGC, the Offeror certifies that the individual or business entity named in this RFO is not ineligible to receive the specified contract and acknowledges that any contract resulting from this RFO may be terminated and payment withheld if this certification is inaccurate.

16. Offeror represents and warrants that Offeror's employees or subcontractors have not been convicted of a felony criminal offense, or that, if such a conviction has occurred, Offeror has fully advised TEA as to the facts and circumstances surrounding the conviction.
17. Offeror must comply with any additional School District laws, rules, or policies determined by the School District to gain access to the individual campus if the services require accessing a public or charter school.
18. A TEA employee may not have an interest in, or in any manner be connected with a contract or bid for a purchase of goods or services by an agency of the state; or in any manner, including by rebate or gift, accept or receive from a person to whom a contract may be awarded, directly or indirectly, anything of value or a promise, obligation, or contract for future reward or compensation. Entities who are interested in seeking business opportunities with the state must be mindful of these restrictions when interacting with public purchasers of TEA or purchasers of other state agencies.
19. The TEA is federally mandated to adhere to the directions provided in the President's Executive Order (EO) 13224, Executive Order on Terrorist Financing—Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing Offerors/vendors with the Federal General Services Administration's Excluded Parties List System (EPLS, <http://www.epls.gov>), which is inclusive of the United States Treasury's Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list.

Offeror certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state, or local governmental entity and that Offeror is in compliance with the State of Texas statutes and rules relating to procurement and that Offeror is not listed on the federal government's terrorism watch list as described in EO 13224. Entities ineligible for federal procurement are listed at <http://www.epls.gov>.

- B.** Offeror has read, understands, and agrees to be bound to the terms and conditions stated in the TEA's "General Provisions" if a contract is awarded to Offeror pursuant to this RFO. The following General Provisions, which will be included in the contractual terms for any contract awarded under this RFO, are included in this instrument and are stated as follows:
 1. As used in these General Provisions:
 - a. *Contract* means TEA's Standard Contract, and all of TEA's attachments, appendices, schedules (including but not limited to the General Provisions and the Special Provisions), amendments, and extensions of or to the Standard Contract.

- b. *Agency or TEA* means the Texas Education Agency.
 - c. *Contractor* means the party or parties to this Contract other than TEA, including its or their officers, directors, employees, agents, representatives, consultants and subcontractors, and subcontractors' officers, directors, employees, agents, representatives, and consultants.
 - d. *Project Administrator* means the respective person(s) representing TEA or Contractor, as indicated by the Contract, for the purposes of administering the Contract Project.
 - e. *Contract Project* means the purpose intended to be achieved through the Contract.
 - f. *Amendment* means a Contract that is revised in any respect, and includes both the original Contract, and any subsequent amendments or extensions thereto.
 - g. *Works* means all tangible or intangible material, products, ideas, documents, or works of authorship prepared or created by Contractor for or on behalf of TEA at any time after the beginning date of the Contract ("Works" includes but is not limited to computer software, data, information, images, illustrations, designs, graphics, drawings, educational materials, assessment forms, testing materials, logos, trademarks, patentable materials, etc.).
 - h. *Intellectual Property Rights* means the worldwide intangible legal rights or interests evidenced by or embodied in: (a) any idea, design, concept, method, process, technique, apparatus, invention, discovery, or improvement, including any patents, trade secrets, and know-how; (b) any work of authorship, including any copyrights, moral rights, or neighboring rights; (c) any trademark, service mark, trade dress, trade name, or other indicia of source or origin; (d) domain name registrations; and (e) any other similar rights. The Intellectual Property Rights of a party include all worldwide intangible legal rights or interests that the party may have acquired by assignment or license with the right to grant sublicenses.
2. **Contingency:** The Contract(s), including any amendments, extensions, or subsequent contracts, are executed by TEA contingent upon the availability of appropriated funds by legislative act. Notwithstanding any other provision in this Contract or any other document, this Contract is void upon the insufficiency (in TEA's discretion) or unavailability of appropriated funds. In addition, this Contract may be terminated by TEA at any time for any reason upon notice to Contractor. Expenditures and/or activities for which Contractor may claim reimbursement shall not be accrued or claimed subsequent to receipt of such notice from TEA.
3. **Indemnification:** Contractor shall hold TEA harmless from and shall indemnify TEA against any and all claims, demands, and causes of action of whatever kind or nature asserted by any third party and occurring or in any way incident to, arising from, or in connection with, any acts of Contractor in performance of the Contract Project.
4. **Subcontracting:** Contractor shall not assign or subcontract any of its rights or responsibilities under this Contract without prior formal written amendment to this Contract properly executed by both TEA and Contractor.
5. **Encumbrances/Obligations:** All encumbrances, accounts payable, and expenditures shall occur on or between the beginning and ending dates of this Contract. All goods must have been received and all services rendered during the Contract period in order for Contractor

to recover funds due. In no manner shall encumbrances be considered or reflected as accounts payable or as expenditures.

6. **Contractor's Proposal:** Contractor's proposal that was furnished to TEA in response to a request for proposal is incorporated in this Contract by reference. The provisions of this Contract shall prevail, however, in all cases of conflict arising from the terms of Contractor's proposal whether such proposal is a written part of this Contract or is attached as a separate document.
7. **Requirements, Terms, Conditions, and Assurances:** The terms, conditions, and assurances, which are stated in the Request for Proposal, in response to which Contractor submitted a proposal, are incorporated herein by reference for all purposes, although the current General Provisions shall prevail in the event of conflict.
8. **Right to Audit:** Contractor shall maintain its records and accounts in a manner that shall assure a full accounting for all funds received and expended by Contractor in connection with the Contract Project. These records and accounts shall be retained by Contractor and made available for programmatic or financial audit by TEA and by others authorized by law or regulation to make such an audit for a period of not less than five years from the date of completion of the Contract Project or the date of the receipt by TEA of Contractor's final claim for payment or final expenditure report in connection with this Contract, whichever is later. If an audit has been announced, the records shall be retained until such audit has been completed.

Contractor understands that acceptance of funds under this contract acts as acceptance of the authority of the State Auditor's office, or any successor agency, to conduct an audit or investigation in connection with those funds. Contractor further agrees to cooperate fully with the State Auditor's Office or its successor in the conduct of the audit or investigation, including providing all records requested. Contractor will ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Contractor and the requirements to cooperate is included in any subcontract it awards.

9. **Intellectual Property Ownership:** Contractor agrees that all Works are, upon creation, works made for hire and the sole property of TEA. If the Works are, under applicable law, not considered works made for hire, Contractor hereby assigns to TEA all worldwide ownership of all rights, including the Intellectual Property Rights, in the Works, without the necessity of any further consideration, and TEA can obtain and hold in its own name all such rights to the Works. Contractor agrees to maintain written agreements with all officers, directors, employees, agents, representatives and subcontractors engaged by Contractor for the Contract Project, granting Contractor rights sufficient to support the performance and grant of rights to TEA by Contractor. Copies of such agreements shall be provided to TEA promptly upon request.

Contractor warrants that (i) it has the authority to grant the rights herein granted, (ii) it has not assigned or transferred any right, title, or interest to the Works or Intellectual Property Rights that would conflict with its obligations under the Contract, and Contractor will not enter into any such agreements, and (iii) the Works will be original and will not infringe any intellectual property rights of any other person or entity. These warranties will survive the termination of the Contract. If any preexisting rights are embodied in the Works, Contractor grants to TEA the irrevocable, perpetual, non-exclusive, worldwide, royalty-free right and license to (i) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such preexisting rights and any derivative works thereof and (ii) authorize others to do any or all of the foregoing. Contractor agrees to notify TEA on delivery of the Works if they include any such preexisting rights. On request, Contractor will provide TEA with documentation indicating a third party's written approval for Contractor to use any preexisting rights that may be embodied or reflected in the Works.

10. **Sanctions for Failure to Perform or for Noncompliance:** If Contractor, in TEA's sole determination, fails or refuses for any reason to comply with or perform any of its obligations under this Contract, TEA may impose such sanctions as it may deem appropriate. This includes but is not limited to the withholding of payments to Contractor until Contractor complies; the cancellation, termination, or suspension of this Contract in whole or in part; and the seeking of other remedies as may be provided by this Contract or by law. Any cancellation, termination, or suspension of this Contract, if imposed, shall become effective at the close of business on the day of Contractor's receipt of written notice thereof from TEA.
11. **Contract Cancellation, etc.:** If this Contract is cancelled, terminated, or suspended by TEA prior to its expiration date, the reasonable monetary value of services properly performed by Contractor pursuant to this Contract prior to such cancellation, termination or suspension shall be determined by TEA and paid to Contractor as soon as reasonably possible.
12. **Refunds Due to TEA:** If TEA determines that TEA is due a refund of money paid to Contractor pursuant to this Contract, Contractor shall pay the money due to TEA within 30 days of Contractor's receipt of written notice that such money is due to TEA. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset, counterclaim, cancellation, termination, suspension, total withholding, and/or disapproval of all or any subsequent applications for said funds.
13. **Capital Outlay:** If Contractor purchases capital outlay (furniture and/or equipment) to accomplish the Contract Project, title will remain with Contractor for the period of the Contract. TEA reserves the right to transfer capital outlay items for Contract noncompliance during the Contract period or as needed after the ending date of the Contract. This provision applies to all contracts funded by a federal grant.
14. **TEA Property (terms):** In the event of loss, damage or destruction of any property owned by or loaned by TEA while in the custody or control of Contractor, Contractor shall indemnify TEA and pay to TEA the full value of or the full cost of repair or replacement of such property, whichever is the greater, within 30 days of Contractor's receipt of written notice of TEA's determination of the amount due. This applies whether the property is developed or purchased by Contractor pursuant to this Contract or is provided by TEA to Contractor for use in the Contract Project. If Contractor fails to make timely payment, TEA may obtain such money from Contractor by any means permitted by law, including but not limited to offset or counterclaim against any money otherwise due to Contractor by TEA.
15. **State of Texas Laws:** In the conduct of the Contract Project, Contractor shall be subject to TEA rules pertaining to this Contract and the Contract Project, and to the laws of the State of Texas governing this Contract and the Contract Project. This Contract constitutes the entire agreement between TEA and Contractor for the accomplishment of the Contract Project. This Contract shall be interpreted according to the laws of the State of Texas except as may be otherwise provided for in this Contract.
16. **Federal Regulations Applicable to All Federally Funded Contracts:** For Commercial (for-profit) Organizations: 29 CFR 1630 and 48 CFR Part 31.
17. Payment for service(s) described in this Contract is contingent upon satisfactory completion of the service(s). Satisfaction will be determined by TEA's Project Administrator, in his sole discretion but in accordance with reasonable standards and upon advice of his superiors in TEA, if necessary. The Project Administrators of this Contract for TEA and Contractor shall be the following persons or their successors in office:

TEA	CONTRACTOR
Sharon Gaston	
Technical Director of Texas Student Data Systems	
Texas Education Agency	
William B. Travis Building	
1701 N. Congress Avenue	
Austin, Texas 78701	

18. All notices, reports, and correspondence required by this Contract shall be in writing and delivered to the Project Managers assigned to the Project.
19. **Time and Effort Recordkeeping:** For those personnel whose salaries are prorated between or among different funding sources, time and effort records will be maintained by Contractor that will confirm the services provided within each funding source. Contractor must adjust payroll records and expenditures based on this documentation. This requirement applies to all federally funded projects.
20. **Federal Rules, Laws, and Regulations That Apply to all Federal Programs:** Contractor shall be subject to and shall abide by all applicable federal laws, rules, and regulations, pertaining to the Contract Project.
21. **Indebtedness.** Contractor who is indebted or owes delinquent taxes to the state will have any payments under the Contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred.
22. **Signature Authority; Final Expression; Superseding Document:** Contractor certifies that the person signing this Contract has been properly delegated this authority. The Contract represents the final and complete expression of the terms of agreement between the parties. The Contract supersedes any previous understandings or negotiations between the parties. Any representations, oral statements, promises, or warranties that differ from the Contract shall have no force or effect. The Contract may be modified, amended, or extended only by formal written amendment properly executed by both TEA and Contractor.
23. **Antitrust:** Contractor represents and warrants that neither Contractor nor any firm, corporation, partnership, or institution represented by Contractor, or anyone acting for such firm, corporation or institution has, (1) violated the antitrust laws of the State of Texas under Tex. Bus. & Com. Code, Chapter 15, or the federal antitrust laws; or (2) communicated directly or indirectly the Proposal to any competitor or any other person engaged in such line of business during the procurement process for this Contract.
24. **Family Code Applicability:** By signing this Contract, Contractor, if other than a state agency, certifies that under Section 231.006, Family Code, that Contractor is not ineligible to receive payment under this Contract and acknowledges that this Contract may be terminated and payment may be withheld if this certification is inaccurate. TEA reserves the right to terminate this Contract if Contractor is found to be ineligible to receive payment. If

Contractor is found to be ineligible to receive payment and the Contract is terminated, Contractor is liable to TEA for attorney's fees, the costs necessary to complete the Contract, including the cost of advertising and awarding a second contract, and any other damages or relief provided by law or equity.

25. **Dispute Resolution:** The dispute resolution process provided for in Chapter 2260 of the TGC must be used by TEA and Contractor to attempt to resolve all disputes arising under this Contract.
26. **Interpretation:** In the case of conflicts arising in the interpretation of wording and/or meaning of various sections, parts, Appendices, General Provisions, Special Provisions, Exhibits, and Attachments or other documents, the TEA Contract and its General Provisions, Appendices, and Special Provisions shall take precedence over all other documents that are a part of this contract.
27. **Education Service Center:** No funds transferred to Regional Education Service Centers or to school districts may be used to hire a registered lobbyist.
28. **Public Disclosure of Information:** Contractor understands and agrees that no public disclosures or news releases pertaining to any results or findings based on research conducted to fulfill requirements of this RFO shall be made without prior written approval of TEA.
29. **Proprietary or Confidential Information:** Contractor will not disclose any information to which it is privy under this Contract without the prior consent of the agency. Contractor will indemnify and hold harmless the State of Texas, its officers and employees, and TEA, its officers and employees for any claims or damages that arise from the disclosure by Contractor or its contractors of information held by the State of Texas.
30. **Independent Contractor:** Contractor shall serve as an independent contractor in providing services under this Contract. Contractor's employees are not and shall not be construed as employees or agents of the State of Texas.
31. **Force Majeure:** Except as otherwise provided, neither Contractor nor TEA nor any agency of the State of Texas, shall be liable to the other for any delay in, or failure of performance, of a requirement contained in this Contract caused by force majeure. The existence of such causes of delay or failure shall extend the period of performance until after the causes of delay or failure have been removed provided the non-performing party exercises all reasonable due diligence to perform. Force majeure is defined as acts of God, war, strike, fires, explosions, or other causes that are beyond the reasonable control of either party and that by exercise of due foresight such party could not reasonably have been expected to avoid, and which, by the exercise of all reasonable due diligence, such party is unable to overcome. Each party must inform the other in writing with proof of receipt within three (3) business days of the existence of such force majeure or otherwise waive this right as a defense.
32. **Web Accessibility Policy:** State law requires State Agencies and institutions of higher education to provide persons and employees with disabilities access comparable to access and use provided to the public and State employees without disabilities for the following: telephones and other telecommunications products, information kiosks, transaction machines, internet websites, and multimedia resources. TEA's policy is to adhere to the standards set forth in Title 1 of the TAC, including §206 State Web Sites and §213 Electronic and Information Resources, and Federal requirements under §508 of the Rehabilitation Act. These standards may be viewed at <http://www.governor.state.tx.us/disabilities/resources/keylaws/access>. Because this policy is applicable to all TEA contractors who develop or provide any of the services or products

listed above as a result of a TEA contract award or approved vendor list, such contractors must also comply these standards. All documents created or developed under this Contract must also be compliant with all state and federal laws concerning web accessibility (e.g., Americans with Disabilities Act, the Rehabilitation Act, state regulations; see http://www.dir.state.tx.us/general_info/accessibility.htm).

The TGC website is <http://tlo2.tlc.state.tx.us/statutes/gv.toc.htm>. The Texas Family Code website is <http://tlo2.tlc.state.tx.us/statutes/fa.toc.htm>. The Texas Administrative Code (TAC) website is <http://www.sos.state.tx.us/tac/>.

- C. Offeror has read, understands, and agrees to be bound to the terms and conditions stated in the following “Special Provisions – A” if a contract is awarded to Offeror pursuant to this RFO. The following “Special Provisions – A” which will be included in the contractual terms for any contract awarded under this RFO are included in sample format as follows:
1. The definitions of terms in the General Provisions shall apply to these Special Provisions – A.
 2. Contractor shall provide to agency, Contractor's nine (9) digit FEI or SSN if Contractor is an individual, or Contractor's fourteen (14) digit TIN. If Contractor is incorporated, Contractor shall also provide to agency the corporation's charter number issued by the Texas Secretary of State's office. Information provided by the contractor will be verified by the agency.

Contractor's FEI#	
Contractor's SSN	
Contractor's TIN	
Contractor's charter #	

3. TEA shall determine whether a payment law prohibits the Comptroller from issuing a warrant or initiating an electronic funds transfer to a person before the agency enters into a written contract with that person. Contractor who is indebted or owes delinquent taxes to the state will have any payments under the contract applied toward the debt or delinquent taxes owed the state until the amount is paid in full, regardless of when the debt or delinquency was incurred.

Contractor may verify their account status by accessing the Comptroller's website at: <http://ecpa.cpa.state.tx.us/vendor/tpsearch1.html>. If the account status message is “on vendor hold,” the contractor is advised to contact the Comptroller's Warrant Hold Section in the Division of Revenue Accounting at 1-800-531-5441 ext. 3-4561 for assistance in resolving the issue.

The undersigned is an authorized official for the Offeror and certifies that the proposal submitted with this “Execution of Offer, Affirmation of Terms and Conditions, and Proposal Preferences” instrument is in full compliance with the provisions expressly stated above. I further certify that the proposal submitted with this instrument is allowed to claim any of the Chapter 2155 TGC preferences checked below:

The Offeror, if selected as the contractor, will be required to purchase products and materials produced in this state when they are available at a price and time comparable to products and materials produced outside of Texas (TGC §2155.4441).

Check below if claiming a preference included in Chapter 2155 of the TGC and in Rule 1 TAC 113.8.

- §2155.441 Products of persons with mental or physical disabilities
- HB 3560 Goods produced or offered by service-disabled veterans.
- §2155.442 Energy efficient products
- HB 3560 Preference to manufacture that has recycle program for computer equipment.
- §2155.443 Rubberized asphalt paving material
- §2155.444 Texas-produced supplies, materials, or equipment; or USA supplies, materials, or equipment over foreign products
- Rule 1 TAC Services offered by a Texas bidder
- §2155.444 Texas agriculture products
- HB 3560 Preference to contractors providing foods of higher nutritional value.
- §2155.445 Recycled, remanufactured, or environmentally sensitive products made of recycled materials
- §2155.446 Paper containing recycled fibers
- §2155.447 Recycled motor oil and lubricants
- §2155.449 Products produced in facilities on rehabilitated property as certified by section 361.609 of the Texas Health and Safety Code
- §2155.449 Products and services from economically depressed or blighted areas
- §2155.449 Products and services from HUB or small business pursuant to the goals and objectives stated in chapter 2161 of the TGC

In compliance with this RFO, and subject to all the conditions herein, the undersigned offers and agrees to furnish any or all commodities or services at the prices quoted in the proposal or bid. By signing this proposal, the Offeror signifies that if a Texas address is shown as the address of the Offeror, the Offeror qualifies as a Texas Resident Bidder as defined in Rule 1 TAC 111.2.

OFFEROR/COMPANY NAME:
STREET ADDRESS:
CITY/STATE/ZIP:
TELEPHONE NO.:

FACSIMILE NO.:
EMAIL ADDRESS:
NAME OF OFFEROR'S AUTHORIZED AGENT:
TITLE OF OFFEROR'S AUTHORIZED AGENT:
SIGNATURE OF AUTHORIZED AGENT:

ATTACHMENT C1

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) REQUIREMENTS

A *Subcontractor* means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity.

The HSP will be incorporated into the contract between the TEA and the selected Offeror. A copy of the HSP is provided in Attachment C2 of this RFO. For more information, contact Debra Rosas at debra.rosas@tea.state.tx.us. Offerors may also access a HUB mp3 file for instructions regarding completion of the HSP form at: <http://www.window.state.tx.us/procurement/prog/hub/hub-forms/>

The selected Offeror shall submit a report for each billing cycle in which a payment was made to a HUB during the term of a contract. The Prime Contractor Progress Assessment Report (PAR) must be submitted to the TEA verifying their compliance with the HSP, including the use (%) and expenditures they have made to subcontractors. The PAR is available at <http://www.tea.state.tx.us/tea/hub/HSP-PAR.doc>

Offerors are also encouraged to collaborate with TEA to develop mentor protégé opportunities. An Offeror's participation in a Mentor Protégé Program under TGC §2161.065, and the submission of a protégé as a subcontractor in the HSP constitutes a good faith effort for the particular area to be subcontracted with the protégé.

The Offeror awarded the contract will be responsible for maintaining business records documenting compliance and shall make a compliance report to TEA as requested.

Offerors may not revise the HSP once submitted unless awarded the contract as a result of this RFO. Offeror must seek approval from the TEA HUB Coordinator prior to making any modifications to their HSP. If the HSP is modified without TEA's prior approval, Offeror may be subject to debarment pursuant to TGC §2161.253(d).

To access qualified HUBs for possible subcontracting opportunities, access the Comptroller of Public Accounts – Texas Procurement and Support Services (TPASS).

1. How to Retrieve Hubs on the Centralized Master Bidders List (CMBL)

A. Open <http://www.window.state.tx.us/procurement/cmb/cmbhub.html>

B. **Search:** ☉ HUBs on CMBL.

C. Selection 1:

Class Code: # 920 [Data Processing and Programming]

Items: 03, 04, 07, 22, 24

Class Code: # 208 [Computer Software]

Items: 11

Class Code: # 209 [Computer Software]

Items: 11

District: 14

To see the NIGP class codes, click on the Class number in the Commodity Book at:

<http://www.window.state.tx.us/procurement/tools/comm-book/>

D. Click **Submit Search**.

2. Definition of Historically Underutilized Business (HUB)

(As defined in TGC, §2161.001)

(2) "Historically underutilized business" means an entity with its principal place of business in this state that fulfills one of the following criteria:

(A) a corporation formed for the purpose of making a profit in which 51 percent or more of all classes of the shares of stock or other equitable securities are owned by one or more

economically disadvantaged persons who have a proportionate interest and actively participate in the corporation's control, operation, and management

- (B) a sole proprietorship created for the purpose of making a profit that is completely owned, operated, and controlled by an economically disadvantaged person
 - (C) a partnership formed for the purpose of making a profit in which 51 percent or more of the assets and interest in the partnership are owned by one or more economically disadvantaged persons who have a proportionate interest and actively participate in the partnership's control, operation, and management
 - (D) a joint venture in which each entity in the venture is a historically underutilized business, as determined under another paragraph of this subdivision
 - (E) a supplier contract between a historically underutilized business as determined under another paragraph of this subdivision and a prime contractor under which the historically underutilized business is directly involved in the manufacture or distribution of the goods or otherwise warehouses and ships the goods
- (3) "Economically disadvantaged person" means a person who is economically disadvantaged because of the person's identification as a member of a certain group, including Black Americans, Hispanic Americans, women, Asian Pacific Americans, and Native Americans, and who has suffered the effects of discriminatory practices or other similar insidious circumstances over which the person has no control.

ATTACHMENT C2



Texas Education Agency
Historically Underutilized Business
Subcontracting Plan (HSP)

In accordance with Texas Government Code §2161.252, Texas Education Agency (TEA) has determined that subcontracting opportunities are probable under this contract. Therefore, Offerors including State of Texas certified Historically Underutilized Businesses (HUBs) must complete and submit a State of Texas HUB Subcontracting Plan (HSP) with their solicitation response.

NOTE: Responses that do not include a completed HSP shall be rejected pursuant to TGC §2161.252 (b)

The HUB Program promotes equal business opportunities for economically disadvantaged persons to contract with the State of Texas in accordance with the goals specified in the State of Texas Disparity Study. The HUB goals defined in 1 TAC §111.13, are: **11.9% for Heavy Construction other than building contracts, 26.1% for all Building Construction, including general contractors and operative builders contracts, 57.2% for all Special Trade Construction contracts, 20% for Professional Services contracts, 33% for all Other Service contracts and 12.6% for Commodities contracts.**

SECTION 1 – OFFEROR AND SOLICITATION INFORMATION

- a. Offeror (Company) Name: _____ State of Texas VID #: _____
Point of Contact: _____ Phone #: _____
- b. Is your Company a State of Texas certified HUB? - Yes - No
- c. Solicitation #: _____

SECTION 2 – SUBCONTRACTING OPPORTUNITIES

TEA has identified probable subcontracting opportunities by NIGP Class and Item codes in the table below. However, TEA acknowledges there may be additional subcontracting opportunities. After having divided the contract work into reasonable lots or portions to the extent consistent with prudent industry practices, the Offeror must identify what portion(s) of work, including goods or services, will be subcontracted.

Note: In accordance with 1 TAC §20.12, a “Subcontractor” means a person who contracts with a vendor to work, to supply commodities, or contribute toward completing work for a governmental entity.

Check the appropriate box regarding the subcontracting opportunity(s):

- Yes, I will be subcontracting portion(s) of the contract. (If Yes, in the spaces provided below, list any additional portions of work, not identified by TEA, that you will be subcontracting*, and go to SECTION 3)
- No, I will not be subcontracting any portion of the contract, and will be fulfilling the entire contract with my own resources. (If No, complete SECTION 9 and 10)

Line Item # - Subcontracting Opportunity Description	Line Item # - Subcontracting Opportunity Description
(1)-	(6)-
(2)-	(7)-
(3)-	(8)-
(4)-	(9)-
(5)-	(10)-

*To list additional subcontracting opportunities, a continuation page is available at <http://www.tea.state.tx.us/tea/hub/index.html>

Enter your company's name:	Solicitation #:
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IMPORTANT: You must complete a copy of this page for each portion of the contract that you will be subcontracting. You may photocopy this page or download copies at <http://www.tea.state.tx.us/tea/hub/index.html>.

SECTION 3 – OFFEROR SUBCONTRACTING OPPORTUNITIES

Enter the line item number and description for the portion of work listed in SECTION 2, which you will be subcontracting.

Line Item # Description:

SECTION 4 – MENTOR-PROTÉGÉ PROGRAM

If Offeror is participating as a Mentor in a State of Texas Mentor-Protégé Program, submitting their Protégé (Protégé must be a State of Texas certified HUB) as a subcontractor to perform the portion of work (subcontracting opportunity) listed in SECTION 3, constitutes a Good Faith Effort towards that specific portion of work.

Will you be subcontracting the portion of work listed in SECTION 3 to your Protégé?

Yes, (If Yes, complete SECTION 8 and 10) No/Not Applicable (If No or Not Applicable, go to SECTION 5)

SECTION 5 – PROFESSIONAL SERVICES CONTRACTS ONLY

This section applies to Professional Services Contracts only. Skip to SECTION 6.

Not Applicable to this RFO or Contract.

SECTION 6 – NOTIFICATION OF SUBCONTRACTING OPPORTUNITY

Complying with a, b, and c of this section constitutes a Good Faith Effort towards the portion of work listed in SECTION 3.

After performing the requirements of this section, complete SECTION 7, 8 and 10.

- a.** Provide written notification of the subcontracting opportunity listed in SECTION 3 to **three (3)** or more HUBs. Use the State of Texas' Centralized Master Bidders List (CMBL) and the HUB Directory, found at <http://www.window.state.tx.us/procurement/cmb/cmbhub.html> and its HUB Directory to identify available HUBs.¹
- b.** Offerors may also provide written notification of the subcontracting opportunity listed in SECTION 3 to a minority or women trade organization or development center to assist in identifying potential HUBs by disseminating the subcontracting opportunity to their members/participants. A list of trade organizations and development centers may be accessed at <http://www.window.state.tx.us/procurement/prog/hub/>.¹
- c.** Written notifications should include the scope of work, information regarding the location to review plans and specifications, bonding and insurance requirements, required qualifications and identify a contact person. Unless TEA has specified a different time period, you must allow the HUBs no less than five (5) working days from their receipt of notice to respond prior to the submission of your response to TEA.

SECTION 7 – HUB FIRMS CONTACTED FOR SUBCONTRACTING OPPORTUNITY

List three (3) State of Texas certified HUBs you notified regarding the portion of work (subcontracting opportunity) listed in SECTION 3. Specify the payee ID number, date you provided notice, and if you received a response.¹

Company Name	TIN #	Notice Date	Response Received?
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No
			<input type="checkbox"/> - Yes <input type="checkbox"/> - No

SECTION 8 – SUBCONTRACTOR SELECTION

List the subcontractor(s) you selected to perform the portion of work (subcontracting opportunity) listed in SECTION 3. Also, specify the percentage of work be subcontracted, the approximate dollar value of the work to be subcontracted and indicate if the company is a Texas certified HUB.

Company Name	TIN #	Expected % of Contract	Approximate Dollar Amt.	Texas Certified HUB
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No*
				<input type="checkbox"/> - Yes <input type="checkbox"/> - No*

Enter your company's name:	Solicitation #:
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SECTION 8 (CON'T) – SUBCONTRACTOR SELECTION

***If the subcontractor(s) you selected is a non HUB, provide written justification of your selection process below:**

SECTION 9 – SELF PERFORMANCE JUSTIFICATION

(If you responded “No” to SECTION 2, you must complete SECTION 9 and 10)

Provide justification, in the space provided below, on how you intend to complete the entire contract using your own employees, materials, supplies and equipment. Attach any supporting documentation.

SECTION 10 – AFFIRMATION

As evidenced by my signature below, I affirm that I am an authorized representative of the Offeror, listed in SECTION 1, and that the information and supporting documentation submitted with the HSP are true and correct. Offeror understands and agrees that, if awarded any portion of the solicitation:

The Offeror must submit monthly compliance reports (Prime Contractor PAR) to the TEA HUB Coordinator, verifying their compliance with the HSP, including the use/expenditures they have made to subcontractors.

(The PAR is available at <http://www.tea.state.tx.us/tea/hub/index.html>.)

The Offeror must seek written approval from the TEA HUB Coordinator prior to making any modifications to their HSP. If the HSP is modified without TEA's prior approval, Offeror may be subject to debarment pursuant to TGC §2161.253(d).

The Offeror must provide any requested documents regarding staff and other resources.

Signature	Printed Name
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Title	Date
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ATTACHMENT D
COVER PAGE FOR PROJECT PROPOSAL
Submitted to the
Texas Education Agency
RFO No. 701-12-006

TITLE OF PROPOSED PROJECT: TSDS Integration Services

OFFEROR ORGANIZATION: (Name and address of organization submitting proposal. Include zip code.)

OFFEROR ORGANIZATION (Show Offeror organization's Federal Employer's

IDENTIFICATION NUMBER: Identification Number or TIN.

OFFER DEVELOPED BY: (Name, position, email, and telephone number of person responsible for development of proposal)

PROJECT ADMINISTRATOR: (Name, position, email, and telephone number of person to be in charge of proposed project)

OFFER TRANSMITTED BY: (Name, position, email, and telephone number of official committing the Offeror organization to the proposed project)

CONTRACTING OFFICER: (Name, position, email, and telephone number of official with authority to negotiate contracts for Offeror organization)

DURATION OF PROJECT: (Beginning and ending dates of proposed project)

TOTAL BUDGET FOR PROPOSED PROJECT: (Total of expenditures listed in budget section)

CONTAINS PROPRIETARY INFO: (Check this box if the proposal being submitted contains proprietary information.)

ACCEPTANCE OF: We hereby accept by the submission of the proposal the Execution of Offer, Terms and Conditions of the General Provisions.

DATE SUBMITTED: (Date proposal is submitted to TEA)

ATTACHMENT E
Texas Education Agency
RFO No. 701-12-006
Subcontracting Identification

TSDS Integration Services
Vendor Name:
<p>Instructions: For each integration component listed below, you must do the following:</p> <p>(1) Select Primary or Subcontractor to indicate whether your company is the primary or a subcontracted vendor.</p> <p>(2) Provide the subcontractor vendor name (if applicable).</p> <p>CAUTION: <i>You must indicate the subcontractor vendor name if the subcontractor checkbox is selected!</i></p>

TSDS Integration Components	Vendor Responding in RFO? (√)	Subcontractor Vendor Name
1) EDW Integration	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
2) Portal	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
3) Business Intelligence Reporting and Dashboards	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
4) Data Services	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
5) Validation Services	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
6) Workflow Services	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
7) Audit Services	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
8) Notification and Communications	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
9) System Tools and Artifacts	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	

10) Deployment (Technical)	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
11) Security Integration	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
12) Project Administration	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
13) Testing	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
14) Training	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
15) On-boarding Deployment	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	
16) Support	<input type="checkbox"/> Primary <input type="checkbox"/> Subcontractor	

ATTACHMENT F

Offerors may submit the Pricing Proposal in an Excel or Word Format

List all assumptions used to compile the prices given for the project.

See Bid Package #2

ATTACHMENT G
TEA Vendor Guide

See Bid Package #3

ATTACHMENT H

OP 10-03 – CONFIDENTIAL ENTERPRISE INFORMATION

See Bid Package #4

ATTACHMENT I
TEA Glossary

See Bid Package #5

ATTACHMENT J
Master Service Agreement

See Bid Package #6

ATTACHMENT K
TSDS Integration Services Functional Requirements Response

See Bid Package #7

ATTACHMENT L

TSDS Integration Services Non-functional Requirements Response

See Bid Package #8

ATTACHMENT M
TEA Accessibility Requirements

See Bid Package #9

ATTACHMENT N
TSDS Integration Services Matrix of Responsibilities

See Bid Package #10